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Hearing Date: TBD

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re	:	Chapter 11
	:	
GENERAL MOTORS CORP., <i>et al.</i> ,	:	Case No. 09-50026 (REG)
	:	(Jointly Administered)
	:	
Debtors.	:	
	:	
-----X	:	

**LIMITED OBJECTION OF SKF USA INC. TO NOTICES OF (I) DEBTORS' INTENT
TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED
LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF
NONRESIDENTIAL REAL PROPERTY AND (II) CURE COSTS RELATED THERETO**

SKF USA Inc. ("SKF"), through their undersigned counsel, hereby submit this limited objection (the "Objection") to the Notices of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto (the "Assignment Notices"),

served upon SKF by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) pursuant to this Court’s Bidding Procedures Order [Docket No. 274].

Background

1. On June 1, 2009 (the “Petition Date”), the Debtors commenced these voluntary cases under chapter 11 of the Bankruptcy Code.
2. SKF, through its business units and divisions, operates under various trade names, including (but not limited to), SKF Reliability Systems f/k/a Preventive Maintenance Company, Inc., SKF Industrial Division, SKF Sealing Solutions, Chicago Rawhide, CR Industries, CR Services, VSM, and SKF Automotive Division.
3. As of the Petition Date, as more fully set forth below and in the exhibit to this Objection, the Debtors owe SKF no less than \$1,305,358.55 (together with any additional post-petition obligations of the Debtors to SKF, the “Outstanding Executory Contract Debt”) pursuant to various outstanding executory contracts between these parties.
4. On the Petition Date, Debtors filed the Debtors’ Motion Pursuant To 11 U.S.C. §§ 105, 363(b), (f), (k), And (m), And 365 And Fed. R. Bankr. P. 2002, 6004, And 6006, To (i) Approve (a) The Sale Pursuant To The Master Sale And Purchase Agreement With Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser, Free And Clear Of Liens, Claims, Encumbrances, And Other Interests; (b) The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases; And (c) Other Relief; And (ii) Schedule Sale Approval Hearing (D.I. 92) (the “Sale Motion”), pursuant to which Debtors seek entry of a proposed order (the “Proposed Sale Order”) authorizing (a) the sale of substantially all of the Debtors’ assets to Vehicle Acquisition Holdings LLC (the “Purchaser”), (b) the assumption and assignment of certain executory contracts and unexpired leases in connection with such sale, and

(c) certain related relief. On June 2, 2009, this Court entered an order (the “Bidding Procedures Order”) approving the Debtors’ bidding procedures, which includes procedures regarding Debtors’ assumption and assignment of executory contracts.

5. Pursuant to the Bidding Procedures Order, on or about June 5, 2009, the Debtors delivered a notice (the “SKF Assignment Notice”) to SKF, indicating that the Debtors intend to assume and assign certain of the Debtors’ agreements with SKF (the “Assumed Contracts”). In addition, on their Contract Website, the Debtors identify \$379,116.30 as the amount which they allege to be owing under the Assumed Contracts (the “Proposed Cure Amount”). The Proposed Cure Amount is substantially less than what is actually owed under the Assumed Contracts. Similarly, in a separate cure notice, the Debtors list SKF through its trade name SKF Reliability Systems and set forth an alleged cure amount of \$0 for this SKF division. SKF Reliability Systems is not a separate legal entity – rather it is a business unit of SKF USA Inc.

6. The Proposed Sale Order provides that the Purchaser will acquire the assumed and assigned agreements “. . . free and clear of all liens, claims encumbrances, or other interests of any kind or nature whatsoever, including rights or claims based on any successor or transfer liability, other than the Assumed Liabilities . . .”. However, the Proposed Sale Order limits the Proposed Cure Amounts to such amounts that were in default as of the Petition Date, *not* the date the contracts will actually be assumed by the Debtors and assigned to the Purchaser: “The Database maintained by the Debtors with respect to the Assumable Executory Contracts, which is referenced and is accessible as set forth in the Assumption and Assignment Notice, reflects the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Assumable Executory Contracts . . . and no other amounts are or

shall be due to the non-Debtor parties in connection with the assumption by the Debtors and assignment to the Purchaser of the Assumable Executory Contracts.” (Proposed Sale Order, ¶ 22).¹

The Requirements OF 11 U.S.C. §365

7. The Debtors are in default of their contracts with SKF. The Debtors have failed to comply with the provisions of 11 U.S.C. §365, which states in pertinent part that:

“(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee -

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default other than a default that is a breach of a provision relating to the satisfaction of any provision (other than a penalty rate or penalty provision) relating to a default arising from any failure to perform nonmonetary obligations under an unexpired lease of real property...;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.”

8. Payment of the Proposed Cure Amount fails to cure the existing default under the contracts sought to be assumed and assigned and therefore absent the consent of SKF the contracts may not be assumed and assigned.

Objection

9. SKF does not object to the sale of Debtors’ assets as contemplated in the Sale Motion, nor does it object, *per se*, to assumption of its executory contracts with the Debtors

¹ The most recent contract identified on the Debtors’ cure amounts website with respect to SKF is dated May 29, 2009.

and assignment thereof to the Purchaser. SKF does object, however, to the Assignment Notice to the extent that (1) the Proposed Cure Amount is incorrect even as to those amounts that were in default as of May 31, 2009, and (2) the Assignment Notices' apparent limitation of Debtors' cure obligations to amounts due as of the Petition Date, would permit assumption and assignment of certain of SKF's agreements without either the Purchaser or the Debtors satisfying all requirements attendant to assumption and assignment set forth in Bankruptcy Code § 365(b) and (f), including the obligations to: (a) cure all defaults existing at the time executory contracts are assumed and assigned; and (b) satisfy all accrued obligations that are not in default, but which nonetheless exist, at the time executory contracts are assumed and assigned.

10. Bankruptcy Code section 365(b)(1) makes it clear that defaults must be cured as of the time of assumption. Such defaults that must be cured include both pre-petition and post-petition defaults. *In re Stoltz*, 315 F.3d 80 (2d Cir. 2002); *In re Liljeberg Enters., Inc.*, 304 F.3d 410 (5th Cir. 2002); *In re Overland Park Fin. Corp.*, 236 F.3d 1246 (10th Cir. 2001); *In re Building Block Child Care Ctrs., Inc.*, 234 B.R. 762 (9th Cir. BAP 1999); *In re Tel-A-Communications Consultants, Inc.*, 50 B.R. 250 (Bankr. D. Conn. 1985); *In re North American Rental*, 54 B.R. 574 (Bankr. D. N.H. 1985).

11. Presently, the Assignment Notice (in connection with the Proposed Sale Order) provides that the only cure amount that must be paid upon assumption and assignment of SKF's contracts is whatever was in default as of the Petition Date. Although the Master Sale and Purchase Agreement defines 'cure amounts' as all amounts that must be paid to satisfy cure obligations under Bankruptcy Code section 365(b)(1), the Proposed Sale Order does not contain the necessary safeguards to ensure that all defaults, not just those accruing pre-petition, will be cured as a condition to assumption and assignment. SKF objects to the Assignment Notice to the

extent it attempts to limit Debtors' cure obligations to those accruing up to any time prior to the effective date of assumption and assignment of SKF's contracts.

12. SKF further objects to the Cure Amount proposed by the Debtors because it is substantially less than the amount that was in default on May 31, 2009. As of the Petition Date, the amounts still owing to SKF under the contracts sought to be assumed in the Cure Notices equal no less than \$1,305,358.55. Furthermore, since the Petition Date, SKF has continued to ship further product to Debtors (and anticipate that further product may be shipped prior to the consummation and closing of the Debtors' proposed sale and attendant assumption and assignment of SKF's contracts). The pre-petition portion of the Outstanding Executory Contract Debt is itemized on Exhibit "A" hereto. It should be noted that this amount does not include amounts based on post-petition shipments, because such shipments might be paid by Debtors in the ordinary course of their business and because additional shipments, after the date of filing this Objection, will likely occur. Nevertheless, assumption and assignment of SKF's contracts will require payment for all shipments that have been made as of the effective date of assumption, not just the pre-petition amounts identified herein.

13. SKF has attempted to determine the basis of the discrepancy between its books and records and the Debtors' Proposed Cure Amount. While some of the purchase order numbers listed in Debtors' Database match SKF's records, others appear to be different than the P.O. numbers SKF has for Debtors' contracts. In addition, the Database appears to omit several of the purchase orders relating to shipments SKF has made under executory contracts that Debtors seek to assume and assign, but for which shipments Debtors have not yet paid. SKF will negotiate in good faith with Debtors to determine the basis of the discrepancy it has with the Debtors' calculations and will provide an accounting of any unpaid post-petition amounts due.

14. SKF demands that the Purchaser assume and agree to pay all of the Outstanding Executory Contract Debt, together with such other obligations that accrue post-petition, pre-assumption and that it satisfy, within the applicable time frames set forth in the Bidding Procedures Order and the respective P.O.s and invoices between the parties, any obligations that are in default as of the moment any such executory contracts are assumed and assigned to the Purchaser.

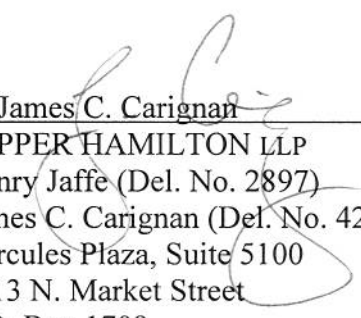
15. In addition, SKF hereby expressly reserves its right to object to the assumption and assignment of any agreement in the manner prescribed by the Bidding Procedures Order, including but not limited to, objections related to the amount or timing of any cure payment proposed to be made by the Purchaser in connection with such proposed assumption and assignment, adequate assurance of future performance by Purchaser or by any other entity that it ultimately the assignee of the Agreements, or whether applicable law excuses SKF from accepting performance by, or rendering performance to, the Debtors or Purchaser pursuant to 11 U.S.C. § 365(c)(1).

16. Further, SKF reserves the right to object to the assumption and assignment of agreements not identified in Exhibit "A". The User ID and Passcode provided by Debtors to SKF only enabled SKF to access proposed cure information with respect to certain contracts. As such, SKF was not able to determine whether Debtors are seeking to assume other contracts (and establish cure amounts with respect thereto) for which such proposed assumption Debtors have not provided notice to SKF. It is possible that Debtors are seeking to assume other SKF agreements of which SKF is unaware, due to improper delivery of cure notices, improper designation of contract counter-parties that should be designated as SKF, or otherwise. Thus,

SKF should not be bound to the assumption, assignment or cure position of any contracts sought to be assumed by Debtors of which SKF is not aware as of the date of this Objection.

WHEREFORE, SKF respectfully requests that the Court: (i) deny the proposed assumption and assignment of SKF's executory contracts on the terms proposed by the Debtors and instead determine the appropriate amounts due to SKF under such contracts pursuant to section 365(b) of the Bankruptcy Code; (ii) require that the Proposed Sale Order approving the Sale Motion expressly provide that the Purchaser shall be liable for all accrued liabilities arising under, and existing as of the time that, executory contracts are assumed by the Debtors and assigned to the Purchaser pursuant to the Purchase Agreement and the Bid Procedures Order, including all defaults arising thereunder (which defaults must be cured in the time and manner set forth in the Bid Procedures Order) and all obligations that have accrued thereunder but are not then in default; and (iii) grant such other and further relief as is just and appropriate.

Dated: June 12, 2009
Wilmington, DE



/s/ James C. Carignan
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(302) 777-6500

Counsel to SKF USA Inc.

Exhibit "A"

6/12/2009

SKF USA Inc.					
General Motors - SKF VSM					
Date of Shipping	Invoice No.		Amount Shipped	Purchase Order No.	
5/21/2009	1769070		\$137.21	1102408	
		Total Invoices for P.O. No. 1102408	\$137.21		
4/28/2009	1766108		\$16,472.00	6000072346	
4/29/2009	1766393		\$1,867.50	6000072346	
		Total Invoices for P.O. No. 6000072346	\$18,339.50		
5/29/2009	1770045		\$1,120.50	6000072760	
		Total Invoices for P.O. No. 6000072760	\$1,120.50		
5/29/2009	1770046		\$4,118.00	6000073359	
		Total Invoices for P.O. No. 6000073359	\$4,118.00		
5/7/2009	1767435		\$538.65	CN-39308	
5/14/2009	1768269		\$198.00	CN-39308	
5/14/2009	1768270		\$22.00	CN-39308	
5/14/2009	1768271		\$16.50	CN-39308	
5/14/2009	1768272		\$388.30	CN-39308	
5/14/2009	1768273		\$24.60	CN-39308	
5/14/2009	1768274		\$9.78	CN-39308	
5/21/2009	1769102		\$244.50	CN-39308	
5/7/2009	1767368		\$78.30	GM-39308	
5/7/2009	1767442		\$236.25	GM-39308	
5/7/2009	1767443		\$299.92	GM-39308	
5/11/2009	1767762		\$256.62	GM-39308	
5/14/2009	1768188		\$327.80	GM-39308	
5/14/2009	1768189		\$59.40	GM-39308	
5/14/2009	1768256		\$275.00	GM-39308	
5/14/2009	1768257		\$2,331.60	GM-39308	
5/14/2009	1768258		\$38.50	GM-39308	
5/14/2009	1768259		\$5.40	GM-39308	
5/14/2009	1768260		\$218.42	GM-39308	
5/18/2009	1768559		\$245.70	GM-39308	
5/21/2009	1769094		\$3,256.00	GM-39308	
5/21/2009	1769101		\$3,297.60	GM-39308	
5/28/2009	1769751		\$3,060.00	GM-39308	
5/28/2009	1769753		\$1,148.40	GM-39308	
5/28/2009	1769754		\$276.75	GM-39308	
5/28/2009	1769755		\$55.42	GM-39308	

6/12/2009

SKF USA Inc.				
General Motors - SKF VSM				
Date of Shipping	Invoice No.		Amount Shipped	Purchase Order No.
		Total Invoices for P.O. No. GM-39308	\$16,909.41	
5/15/2009	1768326		\$11.46	CN-40207
		Total Invoices for P.O. No. GM-40207	\$11.46	
5/14/2009	1768275		\$21.46	CN-52004
5/14/2009	1768276		\$1,422.09	CN-52004
5/21/2009	1769103		\$214.60	CN-52004
5/21/2009	1769104		\$6,615.81	CN-52004
5/28/2009	1769858		\$418.47	CN-52004
		Total Invoices for P.O. No. GM-52004	\$8,692.43	
5/7/2009	1767436		\$146.58	CN-54103
5/28/2009	1769857		\$258.26	CN-54103
		Total Invoices for P.O. No. GM-54103	\$404.84	
5/8/2009	0656574		\$2,848.32	CR-078799
5/15/2009	0660519		\$79.45	CR-078799
5/15/2009	0660520		\$192.95	CR-078799
5/15/2009	0660521		\$320.68	CR-078799
5/15/2009	0660752		\$3,083.82	CR-078799
		Total Invoices for P.O. No. CR-078799	\$6,525.22	
5/28/2009	1769851		\$137.21	GM-1132218
		Total Invoices for P.O. No. GM-1132218	\$137.21	
5/4/2009	1766767		\$248.30	GM-40207
5/11/2009	1767639		\$38.20	GM-40207
5/18/2009	1768497		\$91.68	GM-40207
		Total Invoices for P.O. No. GM-40207	\$378.18	
5/1/2009	1766666		\$1,505.35	GM-40757
5/1/2009	1766681		\$0.70	GM-40757
5/22/2009	1769175		\$1,493.45	GM-40757
5/22/2009	1769176		\$624.75	GM-40757
5/22/2009	1769177		\$1,796.90	GM-40757

6/12/2009

SKF USA Inc.					
General Motors - SKF VSM					
Date of Shipping	Invoice No.		Amount Shipped	Purchase Order No.	
5/28/2009	1769841		\$109.06	GM-40757	
5/14/2009	1768208		\$201.32	GM-40207	
		Total Invoices for P.O. No. GM-40757	\$5,731.53		
2/12/2009	1756914		\$1,635.20	GM-52004	
5/7/2009	1767445		\$525.77	GM-52004	
5/7/2009	1767446		\$8,099.73	GM-52004	
5/7/2009	1767447		\$274.42	GM-52004	
5/7/2009	1767448		\$87,648.00	GM-52004	
5/14/2009	1768262		\$47,808.00	GM-52004	
5/14/2009	1768263		\$32.19	GM-52004	
5/14/2009	1768264		\$21,084.03	GM-52004	
5/14/2009	1768265		\$1,097.68	GM-52004	
5/14/2009	1768266		\$782.80	GM-52004	
5/21/2009	1769096		\$572.32	GM-52004	
5/21/2009	1769097		\$410.20	GM-52004	
5/21/2009	1769098		\$23,406.00	GM-52004	
5/21/2009	1769099		\$536.50	GM-52004	
5/21/2009	1769100		\$2,606.99	GM-52004	
5/28/2009	1769757		\$656.32	GM-52004	
5/28/2009	1769758		\$1,351.98	GM-52004	
5/28/2009	1769759		\$309.15	GM-52004	
		Total Invoices for P.O. No. GM-52004	\$198,837.28		
5/7/2009	1767444		\$12,354.00	GM-54050	
5/14/2009	1768261		\$12,354.00	GM-54050	
5/21/2009	1769095		\$4,118.00	GM-54050	
5/28/2009	1769756		\$12,354.00	GM-54050	
		Total Invoices for P.O. No. GM-54050	\$41,180.00		
5/7/2009	1767441		\$255.24	GM-54103	
5/28/2009	1769752		\$202.42	GM-54103	
		Total Invoices for P.O. No. GM-54103	\$457.66		
5/28/2009	1769850		\$94.00	GM-54108	
		Total Invoices for P.O. No. GM-54108	\$94.00		
5/7/2009	1767367		\$30.36	GM-59369	
5/7/2009	1767440		\$92.40	GM-59369	

6/12/2009

SKF USA Inc.				
General Motors - SKF VSM				
Date of Shipping	Invoice No.		Amount Shipped	Purchase Order No.
		Total Invoices for P.O. No. GM-59369	\$122.76	
5/11/2009	1767762		\$256.62	02913961
		Total Invoices for P.O. No. 02913961	\$256.62	
		TOTAL ALL VSM INVOICES	\$303,463.81	
		MISCELLANEOUS CLAIMS FOR UNDERPAYMENTS UNDER VARIOUS ASSUMED CONTRACTS		
3/18/2009	M0000087114		\$186.86	
5/28/2009	M 0000087934		2,016.56	
4/28/2009	Q 0000087630		\$75.00	
		Total Miscellaneous Claims	\$2,278.42	

6/12/2009

SKF USA Inc.				
General Motors - SKF Seals				
Date of Shipping	Invoice No.		Amount Shipped	Purchase Order No.
5/21/2009	1768987		\$4,575.00	1CFX0002
5/18/2009	1768433		\$113,725.00	1CFX0002
		Total Invoices for P.O. No. 1CFX0002	\$18,300.00	
5/21/2009	1768986		\$1,355.00	1CFX0003
		Total Invoices for P.O. No. 1CFX0003	\$1,355.00	
5/20/2009	1768839		\$517.28	1CFX0006
5/21/2009	1768988		\$517.28	1CFX0006
5/28/2009	1769856		\$1,034.55	1CFX0006
5/29/2009	1770049		\$689.70	1CFX0006
5/29/2009	1770050		\$517.28	1CFX0006
5/29/2009	1770051		\$517.28	1CFX0006
5/12/2009	1766648		\$689.70	1CFX0006
5/4/2009	1766754		\$517.28	1CFX0006
5/5/2009	1766987		\$517.28	1CFX0006
5/6/2009	1767189		\$689.70	1CFX0006
5/7/2009	1767341		\$517.28	1CFX0006
5/8/2009	1767481		\$517.28	1CFX0006
5/11/2009	1767606		\$517.28	1CFX0006
5/12/2009	1767817		\$344.85	1CFX0006
5/13/2009	1768007		\$517.28	1CFX0006
5/14/2009	1768169		\$517.28	1CFX0006
5/15/2009	1768289		\$517.28	1CFX0006
5/18/2009	1768430		\$689.70	1CFX0006
5/19/2009	1768646		\$517.28	1CFX0006
5/19/2009	1768648		\$208.73	1CFX0006
		Total Invoices for P.O. No. 1CFX0006	\$11,071.57	
5/19/2009	1768722		\$153.00	1CFX0007
5/21/2009	1768985		\$229.50	1CFX0007
5/4/2009	1768994		\$271.50	1CFX0007
5/19/2009	1768649		\$76.50	1CFX0007
		Total Invoices for P.O. No. 1CFX0007	\$730.50	
5/28/2009	1769855		\$154.50	1CFX000W
		Total Invoices for P.O. No. 1CFX000W	\$154.50	
5/1/2009	1766649		\$604.44	1CFX000C

6/12/2009

SKF USA Inc.					
General Motors - SKF Seals					
Date of Shipping	Invoice No.	Amount Shipped	Purchase Order No.		
5/4/2009	1766753	\$890.89	1CFX000C		
5/5/2009	1766988	\$588.67	1CFX000C		
5/6/2009	1767190	\$883.01	1CFX000C		
5/7/2009	1767342	\$588.67	1CFX000C		
5/8/2009	1767482	\$883.01	1CFX000C		
5/12/2009	1767818	\$588.67	1CFX000C		
5/13/2009	1768008	\$588.67	1CFX000C		
5/14/2009	1768170	\$588.67	1CFX000C		
5/15/2009	1768290	\$588.67	1CFX000C		
Total Invoices for P.O. No. 1CFX000C		\$6,793.37			
5/20/2009	1768840	\$588.67	1CFX0010		
5/20/2009	1768841	\$588.67	1CFX0010		
5/26/2009	1769375	\$588.67	1CFX0010		
5/27/2009	1769565	\$588.67	1CFX0010		
5/28/2009	1769772	\$588.67	1CFX0010		
5/29/2009	1769937	\$588.67	1CFX0010		
5/18/2009	1768431	\$588.67	1CFX0010		
5/19/2009	1768647	\$588.67	1CFX0010		
Total Invoices for P.O. No. 1CFX0010		\$4,709.36			
5/20/2009	1768834	\$5,544.00	F3G00000		
5/28/2009	1769740	\$3,696.00	F3G00000		
5/6/2009	1767149	\$5,544.00	F3G00000		
5/11/2009	1767586	\$5,544.00	F3G00000		
5/15/2009	1768279	\$5,544.00	F3G00000		
5/20/2009	1768834	\$5,544.00	F3G00000		
Total Invoices for P.O. No. F3G00000		\$31,416.00			
5/20/2009	1768835	\$2,688.00	OLD40000		

6/12/2009

SKF USA Inc.				
General Motors - SKF Seals				
Date of Shipping	Invoice No.	Amount Shipped	Purchase Order No.	
5/26/2009	1769341	\$2,688.00	OLD40000	
5/27/2009	1769543	\$2,688.00	OLD40000	
5/28/2009	1769739	\$2,688.00	OLD40000	
5/29/2009	1769906	\$2,688.00	OLD40000	
5/1/2009	1766643	\$2,688.00	OLD40000	
5/5/2009	1766981	\$2,688.00	OLD40000	
5/7/2009	1767343	\$5,376.00	OLD40000	
5/8/2009	1767459	\$2,688.00	OLD40000	
5/8/2009	1767460	\$2,688.00	OLD40000	
5/11/2009	1767587	\$5,376.00	OLD40000	
5/12/2009	1767793	\$2,688.00	OLD40000	
5/14/2009	1768152	\$2,688.00	OLD40000	
5/18/2009	1768410	\$2,688.00	OLD40000	
5/19/2009	1768642	\$2,688.00	OLD40000	
5/20/2009	1768835	\$2,688.00	OLD40000	
Total Invoices for P.O. No. OLD40000		\$48,384.00		
5/7/2009	1767340	\$8,624.00	T3C00002	
5/13/2009	1768004	\$7,392.00	T3C00002	
5/20/2009	1768843	\$8,932.00	T3C00002	
5/21/2009	1768983	\$4,928.00	T3C00002	
5/27/2009	1769551	\$2,464.00	T3C00002	
Total Invoices for P.O. No. T3C00002		\$32,340.00		
5/27/2009	1769629	\$294.34	V024483	
Total Invoices for P.O. No. V024483		\$294.34		
TOTAL ALL SEALS INVOICES		\$229,320.09		
MISCELLANEOUS CLAIMS FOR UNDER PAYMENTS ARISING UNDER VARIOUS ASSUMED CONTRACTS				
5/28/2009	E 0000087925	\$4,046.73		
5/28/2009	F 0000087928	\$636.39		
5/28/2009	F 0000087929	\$563.75		

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6/12/2009

SKF USA Inc.				
General Motors - SKF Bearings				
Date of Shipping	Invoice No.	Amount Shipped	Purchase Order No.	
12/16/2008	7263413	\$3,327.84	144X0001	
5/18/2009	7419209	\$16,214.40	144X0001	
5/26/2009	7426114	\$8,107.20	144X0001	
5/27/2009	7427428	\$6,485.76	144X0001	
5/28/2009	7429088	\$6,485.76	144X0001	
5/29/2009	7430469	\$6,485.76	144X0001	
5/12/2009	7413450	8,107.20	144X0001	
5/14/2009	7416470	6,485.10	144X0001	
5/15/2009	7418104	9,729.62	144X0001	
5/18/2009	7419209	16,216.04	144X0001	
Total Invoices for P.O. No. 144X0001		\$87,644.68		
5/19/2009	7420630	\$29,185.92	144X0002	
5/20/2009	7422176	\$22,700.16	144X0002	
5/21/2009	7423187	\$16,214.40	144X0002	
5/26/2009	7426113	\$6,485.76	144X0002	
5/27/2009	7427429	\$11,350.08	144X0002	
5/28/2009	7429089	\$8,107.20	144X0002	
5/29/2009	7430470	\$16,214.40	144X0002	
5/4/2009	7404823	12,972.83	144X0002	
5/5/2009	7406394	29,188.87	144X0002	
5/6/2009	7407805	21,080.85	144X0002	
5/7/2009	7408889	21,080.85	144X0002	
5/8/2009	7410318	16,216.04	144X0002	
5/11/2009	7411782	19,459.25	144X0002	
5/12/2009	7413451	22,700.16	144X0002	
5/13/2009	7414838	9,729.62	144X0002	
5/14/2009	7416471	6,485.10	144X0002	
5/19/2009	7420630	29,188.87	144X0002	
Total Invoices for P.O. No. 144X0002		\$298,360.36		
5/15/2009	7417523	\$151,000.00	144X0005	
Total Invoices for P.O. No. 144X0005		\$151,000.00		
5/8/2009	7409931	\$6,485.76	1LD10000	
5/11/2009	7411292	\$6,485.76	1LD10000	
5/20/2009	7421857	\$3,242.88	1LD10000	
5/28/2009	7428636	\$30,807.36	1LD10000	
5/29/2009	7430049	\$8,107.20	1LD10000	
Total Invoices for P.O. No. 1LD10000		\$55,128.96		

6/12/2009

SKF USA Inc.				
General Motors - SKF Bearings				
Date of Shipping	Invoice No.	Amount Shipped	Purchase Order No.	
5/6/2009	7407473	\$8,107.20	1LD10001	
5/7/2009	7408519	\$8,107.20	1LD10001	
5/8/2009	7409932	\$9,728.64	1LD10001	
5/13/2009	7414499	\$16,214.40	1LD10001	
5/14/2009	7415788	\$9,728.64	1LD10001	
5/15/2009	7417722	\$16,214.40	1LD10001	
5/18/2009	7418979	\$6,485.76	1LD10001	
5/21/2009	7422899	\$16,214.40	1LD10001	
5/26/2009	7425897	\$6,485.76	1LD10001	
5/27/2009	7428838	\$9,728.64	1LD10001	
5/29/2009	7430050	\$8,107.20	1LD10001	
Total Invoices for P.O. No. 1LD10001		\$115,122.24		
7/31/2008	7104714	\$24,000.00	E3T7X	
Total Invoices for P.O. No. E3T7X		\$24,000.00		
2/16/2009	7324648	\$1,125.12	E3U85	
2/16/2009	7324649	\$3,094.08	E3U85	
Total Invoices for P.O. No. E3U85		\$4,219.20		
TOTAL FOR BEARINGS		\$735,475.44		
MISCELLANEOUS CLAIMS ARISING UNDER ASSUMED CONTRACT				
2/2/2009	DE0000378440	509.40		
1/7/2009	DE0000362546	904.42		
7/2/2008	DI0000357066	661.16		
1/7/2009	DS0000382544	10,407.34		
1/7/2009	DS0000382545	2,571.80		
7/2/2008	DI0000357065	1,778.07		
12/1/2008	DI0000372486	1,576.25		
12/1/2008	DI0000372487	1,621.25		
1/2/2009	DI0000375282	2,469.70		
Total Miscellaneous Claims		\$22,499.39		

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- and -

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Counsel for SKF USA Inc.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
: :
: :
GENERAL MOTORS CORP., *et al.*, : Case No. 09-50026 (REG)
: (Jointly Administered)
: :
Debtors. :
: :
-----X

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 12, 2009, copies of the Limited Objection of SKF USA Inc. to Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto, were served upon the following entities via overnight courier:

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Chambers Copy

Hon. Robert E. Gerber
United States Bankruptcy Court
Southern District of New York
One Bowling Green, Room 621
New York, NY 10004-1408

Dated: June 12, 2009
Wilmington, DE



/s/ James C. Carignan
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